

**SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, A MUNICIPAL CORPORATION OF THE
STATE OF OREGON, AND GGP-GATEWAY MALL L.L.C., A DELAWARE LIMITED
LIABILITY COMPANY , REGARDING THE DEVELOPMENT OF A REGIONAL
SHOPPING MALL WITHIN THE GATEWAY AREA OF THE CITY OF
SPRINGFIELD DATED OCTOBER 4, 1998 AS AMENDED ON JANUARY 6, 1998**

WHEREAS, on October 4, 1988, the City of Springfield (the "City") and Gateway Mall Limited Partnership, as predecessor-in-interest to GGP - Gateway Mall L.L.C., (the "Developer") entered into a Disposition and Development Agreement (the "Agreement") for the development of a regional shopping mall on a site within the Gateway area of the City of Springfield; and,

WHEREAS, the parties or their predecessors amended that Agreement in an Amendment to Disposition and Development Agreement dated January 6, 1998; and,

WHEREAS, the parties wish to further amend that Agreement in a manner which would continue to enhance the Gateway area of Springfield and the Regional Shopping Mall within the Gateway area; and,

WHEREAS, such amendment would benefit the business vitality of the Regional Shopping Mall, the economic climate of the Gateway area of Springfield, and the economic climate within the City of Springfield; and,

WHEREAS, City of Springfield approval is needed for new firms fulfilling one of the "up to five major tenant stores" required by the Agreement, unless and until a more generic listing of suitable types of major tenant stores is established as is suggested by the Developer and the City staff.

NOW, THEREFORE, based on the foregoing Recitals, the parties hereto agree to amend the Agreement as is more particularly described below:

1. Section 4(b)(2) of the Agreement, as amended, is deleted in its entirety and the following Section 4(b)(2) is hereby inserted in its place and stead:

"(2) Phase II. A movie theatre operation containing approximately 75,000 square feet of gross leasable area or more, and a general merchandise retailer operating a store containing 85,000 square feet of gross leasable area or more of which not less than 75% shall be devoted to sales area. It is specifically understood and agreed that given the current retail climate and the recent changes which have occurred in the retail industry that Ashley Furniture is an acceptable use in the Shopping Center and that the existing Sears, Target, and Kohls Stores and the existing 17-Screen Theatre Complex

constitute adequate major tenant stores under the Agreement. In the event Ashley Furniture or any other existing major tenant store departs, the current use of Ashley Furniture as a substitute major tenant store shall not provide precedent for Developer to insist that another tenant similar to Ashley in terms of use should qualify as a major tenant store, and City, in such event, is not waiving its rights to require a different major tenant store. The parties shall in good faith, following the execution of this Second Amendment, prepare and execute a Third Amendment to the Agreement to better define and clarify the definition of "major tenant store" as used in the Agreement under current conditions found in the retail industry. It is specifically understood that discount warehouse stores shall not be considered as a general merchandise major tenant store.

2. A new Section 4 "Springfield Mall Feature/Springfield Site Recognition subsection (f) shall be added to the Agreement as follows:

"General Growth will provide \$15,000, paid within 60 days of execution of this Agreement, for a high-quality "Welcome to Springfield" sign to be built in close proximity of the intersection of Beltline Road and Gateway Street. The City will work with private property owners and ODOT to acquire a location for the sign to be constructed under City's authorization and designed collaboratively with City, Springfield Chamber of Commerce, and Springfield Arts Commission. City will be responsible for all costs beyond the above described Developer contribution of \$15,000 for property/site acquisition and for any and all maintenance, repair and future updating of such sign.

In the event payment is not made as specified herein, interest on such payment shall commence on the due date at the rate of 9% per annum and continue until paid and City may undertake action to secure payment as specified in Section 27 of the Agreement."

3. A new Section, Section 7, "Community Support Through Transit Improvements" shall be added to the Agreement as follows:

"7. Community Support Through Transit Improvements

Work cooperatively with the Lane Transit District ("LTD") so LTD can design, build, and fund a bus station with covered walkway to the 'Gateway Mall' entrance as generally depicted in Attachment 1. LTD intends to build a new two-way bus stop with two-buses per side (one EMX and one regular) to allow pick up and drop off only with no bus layovers.

LTD will pay for any needed modifications to Gateway Mall property and City facilities to:

1. Accommodate buses in the Ring Road and the bus station adjacent to the Ring Road;
 2. Bus Stop/Station Construction and operations;
 3. Suitable landscaping to ensure compliance with City Standards;
 4. Parking and parking islands;
 5. Any site plans, traffic studies (including a parking lot demand survey), and/or modifications to Gateway Mall site plans necessary for the bus-related modifications;
 6. Signal changes at the South Mall Entrance and any new signal modifications at proposed Oakdale Street bus-only entrance to Gateway Street using modified signal (Signal: No dwell, bus detected and built-in priority but no bus pre-emption);
 7. Changes to Gateway Street, sidewalks;
 8. Signage, striping and pedestrian crossing of Gateway Mall road and driveways;
 9. Design, build, and maintain a ten-foot wide covered walkway that is compatible in design with anticipated refurbishing and/or façade redesign of the Mall by Gateway Mall Management , from the new bus station to the north entrance to the Mall's Food Court; and
 10. Removal of existing bus station and restoration of the parking area surrounding it to similar, suitable configuration & landscaping as nearby existing parking areas."
4. Except as specifically amended herein, all of the terms and conditions of the Agreement as specifically amended by the First Amendment and supplemented by this Second Amendment shall remain in full force and effect.

CITY OF SPRINGFIELD, a Municipal Corporation
of the State of Oregon

By: [Signature]

Its: CITY MANAGER

6/19/06

REVIEWED & APPROVED

AS TO FORM

[Signature]

DATE: 6/16/06

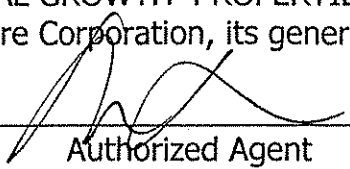
OFFICE OF CITY ATTORNEY

GGP-GATEWAY MALL L.L.C., a Delaware limited liability company

By: GGPLP L.L.C., a Delaware limited liability company, a member

By: GGP LIMITED PARTNERSHIP, a Delaware limited
partnership, its managing member

By: GENERAL GROWTH PROPERTIES, INC., a
Delaware Corporation, its general partner

By:  _____
Authorized Agent